CHAPTER 8
ENVIRONMENTAL REQUIREMENTS AND MINIMUM STANDARDS

8.1 PURPOSE

This Chapter addresses the following issues:

"In exercising more control over airport leases and activities, the City would like to:

- Develop an improved process for public notification, and
- To establish standards and methodologies for identifying and requiring impact mitigation for new operations as needed.
- Along these lines, the City would also like to apply the SEPA process to airport use proposals.
- The City also needs to establish improved thresholds and screening criteria for the acceptance of airport lease and sublease and operating permit applications."

These questions relate to the City's options to impose requirements that provide improved thresholds and screening criteria for potential tenants of the airport. In general, there are two ways in which this can be achieved:

- Environmental and hazardous materials handling requirements that provide for greater protection of the environment and people; and
- Updated Minimum Standards for Aeronautical Service Providers.

Both are outlined below.

8.2 CONCLUSIONS

- Renton can "pass through" its SEPA obligations to tenants and prospective tenants who want to develop new projects, where this project is significant enough to warrant an environmental analysis. This can be done as long as the analysis required is not so burdensome as to, in effect, deny access.
- SEPA cannot be used to screen out potential airport tenants on the basis of noise.

- The City needs to ensure that in addressing airport environmental issues, particular focus is maintained on minimization of and mitigation of flooding, hazardous materials and contamination of building sites and adjacent water bodies.

- The Airport needs to update, adopt by city code and consistently apply / enforce its Minimum Standards as the baseline for achieving airport tenant standards and for treating all tenants equally.

8.3 FINDINGS

8.3.1 Environmental Requirements

One of the questions to be answered by this Business Plan process is, to what extent Renton may legally subject its aeronautical tenants to public notice, impact disclosure, and mitigation requirements of the kind the City of Renton itself faces pursuant to Washington's State Environmental Policy Act (SEPA). As a municipality that owns and operates an airport, Renton has both legal responsibilities to protect the environment (for both its residents and airport users) and legal obligations to keep the airport open to all aviation users. This section of the Business Plan will discuss ways to harmonize those responsibilities and obligations.

On one hand, federal law obligates Renton to keep the airport open for public use on reasonable, non-discriminatory terms—to provide what may be called "reasonable access." Airport user groups and the FAA frequently assert that local rules which directly or indirectly limit airport use violate reasonable access. In addition, the 1990 Airport Noise and Capacity Act[1] and FAA's implementing "Part 161" rules[2] give certain aircraft (generally, jets and those propeller craft that weigh more than 19,000 lbs.) special shields against local regulation. Section 8.3.1.1 below summarizes these obligations.

On the other hand, Renton is bound by many environmental protection obligations. The most comprehensive stem from Washington's State Environmental Policy Act ("SEPA"). SEPA requires that Washington state and local agencies broadly consider environmental harms before they act. It has been summarized as requiring a "stop, look, and listen," before taking actions not previously cleared as environmentally benign or insignificant. Thus, SEPA may require that before allowing a prospective tenant to lease space at the airport, Renton pause to consider whether the uses of that tenancy are likely to cause significant environmental harm, and if so, to study, disclose, and consider mitigating those impacts. Section 8.3.1.1.3 outlines an approach to SEPA compliance that would "pass through" to airport users Renton's SEPA obligations, and thereby ensure that all activity associated with the airport receives appropriate environmental evaluation.

The City also has specific ongoing environmental responsibilities, relating to operations rather than to new projects. One that is particularly important to Renton

[1] 49 U.S.C. § 47524.
[2] 14 C.F.R. Part 161.

involves ensuring that airport tenant activities do not cause environmental contamination, and that any contamination which does occur is fully remedied. Section 8.3.1.2 below discusses ways to provide such assurance through standard lease terms.

8.3.1.1 Federal Law Limits Renton's Authority to Restrict Airport Access

8.3.1.1.1 Lease Conditions Must Keep the Airport Available on Nondiscriminatory Terms

As was discussed in Chapter 2, Renton is legally obliged to keep its facilities open to all aviation users, on reasonable terms and without undue discrimination. That obligation dates back to the 1947 conditions under which Renton acquired the airport from the federal government as W.W.II surplus. Renton's deed requires that the airport "be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport."[3] Similar language appears in other federal statutes and regulations that affect Renton (See Chapter 2.). The FAA's Airport Compliance Requirements (Order 5190.6A) indicates that FAA must be involved in any environmental mitigation process that could affect these agreements:

> "If (FAA) Airports Offices are confronted with a proposed environmental or noise restriction outside of the FAR Part 150 process where those restrictions have the potential to be contrary to a Federal agreement, the proposed restriction must be fully reviewed to determine its compatibility with Federal agreements. If there is any concern about potential incompatibility, coordination with [FAA] is necessary."

Based on these "reasonable access" requirements, FAA would likely oppose any noise or other environmental restrictions that it considered poorly designed to address environmental impacts. Indeed, as the cases listed in Chapter 2 indicate, FAA has rejected numerous recent airport attempts to impose noise-based access restrictions. For example, one airport tried to exclude a subset of the aircraft that met certain "Stage 2" noise standards—that is, to exclude those aircraft that met the standard through retrofits completed after 1985. FAA found that the retrofit date said little about actual noise impacts and was therefore discriminatory. The courts agreed.[4] In a more recent case involving a GA airport, the FAA found that a GA airport proprietor who restricted scheduled commuter service, while permitting non-scheduled operations by comparable aircraft, violated its grant assurances. The FAA reasoned that the scheduled/unscheduled distinction was poorly tailored to identify sources of environmental impact.[5]

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[3] Quitclaim Deed from United States to City of Renton at 5 ¶ 1 (Sept. 25, 1947) (issued under the Surplus Property Act of 1944, 50 U.S.C. App. § 1622 et. seq., Disposal of Surplus Airport Property. The deed is shown in Appendix D.

[4] *City and County of San Francisco v. FAA*, 942 F.2d 1391 (9th Cir. 1991).

[5] *Centennial Express Airlines v. Arapahoe County Public Airport Authority*, Docket Nos. 16-98-05 et al., 1998 FAA Lexis 1131 (Aug. 21, 1998). *See also British Airways Board v. Port Authority*, 558 F.2d 75 (2d Cir. 1977) (after prior confirmation of temporary proprietor ban on Concorde operations at JFK to allow time for environmental consideration, allowing operations pending further study because proprietor's delay in resolving its environmental concerns had become unreasonable and discriminatory)

However, reasonable access has been interpreted as allowing airports to limit tenant operations while studying safety and environmental impacts.[6] And if a study does identify genuine environmental impacts, substantive mitigation or restrictions that are well targeted to address those impacts are unlikely to be found unreasonable or discriminatory, especially if they serve to protect the airport owner from having to pay damages to residents affected by such impacts.[7] In 1981, federal courts—including the 9th Circuit Court of Appeals, whose jurisdiction includes Renton—upheld a weekend and holiday ban on touch-and-go, stop-and-go, and low approach operations at the Santa Monica, CA Municipal Airport.[8] The trial court found that this ordinance "is a noise control ordinance rationally related to a legitimate state interest," namely "the control and prevention of noise at the airport during the hours when most of the population in the residential airport surrounding that airport are at home for the weekend and either at leisure or at rest." In this case, restrictions were carefully targeted to address specific, substantiated environmental concerns.[9] It should be noted, however, that this case is 20 years old and pre-dates the Airport Noise and Capacity Act of 1990 (ANCA). Since then, FAA has taken a much tougher stance against the attempts of local government to interfere with its authority over aircraft operations in the air.

Furthermore, there is a specific basis in federal law for proprietor control of at least two of the environmental concerns that have been identified at Renton Municipal: Cedar River flooding and hazardous materials.

Cedar River flooding: Under the Airport and Airways Improvement Act (AAIA), 49 U.S.C. §47107(a)(7), AIP grants are conditioned on assurance that "the airport and facilities on or connected with the airport will be operated and maintained suitably, with consideration given to climatic and flood conditions." Accordingly, a requirement that tenants on the east side of the airport evaluate whether flooding of their property would cause environmental or safety impacts before conducting new activities, and that all airport tenants evaluate whether their paving or other activities aggravate flood risks, may be especially defensible, notwithstanding the recently completed flood control project.

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[6] In *Midway Airlines, Inc. v. County of Westchester,* 584 F. Supp. 436, 440 (S.D.N.Y. 1984), the court held that despite the public availability federal requirement, "no federal law prohibits Westchester County ... from temporarily refusing to grant additional access to HPN [its airport] pending a reasonable period during which the County may study the status quo arrangement and develop rational and nondiscriminatory rules for allocating scarce space... consistent with local environmental and safety needs." Accordingly, the court gave Westchester 30 additional days (for a total of 160 days from the prospective tenant's initial request to the airport) as "a reasonable period in which to conduct their study" of passenger facilities and the airport's capacity to handle the overall upsurge in commuter airline applications. *Id.* at 441.

[7] *See, e.g., Santa Monica Airport Ass'n v. City of Santa Monica,* 659 F.2d 100 (9th Cir. 1981) (upholding ordinance issued by proprietor city that imposed 100 dB maximum single event noise level and barred touch-and-go training flights); *British Airways Board v. Port Authority,* 558 F.2d 75 (2d Cir. 1977) (reversing lower court and upholding temporary proprietor-issued ban on supersonic Concorde operations at JFK airport, pending further environmental study by proprietor); *National Aviation v. City of Hayward,* 418 F. Supp. 417 (N.D. Cal. 1976) (upholding as constitutional proprietor ban on night-time operations with single-event noise levels exceeding 75 dBA). *Cf. City of Burbank v. Lockheed Air Terminal, Inc.,* 411 U.S. 624, 635-36 n.14, 649 (1973) (rejecting as pre-empted a noise curfew issued by a (then) non-proprietor city, distinguishing restrictions issued by proprietors, and quoting extensively from FAA Congressional testimony that 1972 Noise Control Act preserved proprietor noise-control rights).

[8] *Santa Monica Airport Association v. City of Santa Monica,* 481 F.Supp. 927, 939 (C.D. Cal. 1979), *aff'd,* 659 F.2d 100 (9th Cir. 1981).

[9] We note that Renton's Rules and Regulations (§ 4.15) already ban nighttime (10 p.m. to 7 a.m.) touch-and-go operations, although we understand that this ban has not been consistently enforced [~Have there been NIGHTTIME touch-and-gos?]

Hazardous materials: FAA Order 5190.6A encourages proprietors to "adopt and enforce adequate rules, regulations, or ordinances as necessary to ensure safety and efficiency of flight operations and to protect the public using the airport," and specifically encourages them to control "storing of hazardous materials... etc.... in the interests of protecting the public."

Based on these considerations, Renton (1) may include a "SEPA pass-through" provision in its aeronautical leases, see Section 8.3.1.1.3; (2) may insist on lease terms that address hazardous materials, see Section 8.3.1.2 if they do not conflict with Federal agreements. FAA's agreement, however, may be needed for any environmental requirements that place a significant burden on the tenant or can be perceived as discriminatory.

8.3.1.1.2 ANCA and Part 161 Protect Jets and Certain Propeller-Driven Aircraft Against Local Noise-Oriented Regulation

The Airport Noise and Capacity Act of 1990 (ANCA), and FAA's implementing "Part 161" rules, limit airports' authority to regulate operations by certain aircraft. The aircraft that receive this heightened protection against local regulation are all jets, some helicopters and relatively large propeller-driven aircraft[10]. Few such aircraft use Renton Airport. However, Part 161 is so stringent that a brief summary follows, in case Renton may need its guidance at some point in the future. Any new (post-1990) restriction on operations of those protected aircraft "that has the effect of controlling airport noise" is subject to Part 161.[11] Airports' limited discretion to impose non-discriminatory and environmentally supported operational restrictions is even more limited when it affects these protected aircraft.

Under Part 161, restrictions that affect Stage 3 aircraft may be adopted only in one of three ways:

(1) by agreement with one or more individual aircraft operators, in which case operators who do not enter into such an agreement are not bound and cannot have the restriction enforced against them;

(2) by a voluntary agreement (which may not include a lease agreement [12]) with all aircraft operators presently using the airport, in which case other operators can also be bound if the airport follows certain notice and hearing procedures; or

(3) unilaterally, if the airport follows certain elaborate procedures, carries the heavy burden of demonstrating that the restriction is non-discriminatory,

[10] The Noise White Paper prepared for the Renton Airport Advisory Committee provides a more detailed analysis of the types of aircraft that are covered under ANCA.

[11] 14 C.F.R. Part 161, promulgated under the Airport Noise and Capacity Act of 1990, 49 U.S.C. §§ 47523-27. The phrase quoted in the text is from the definition of "Noise or access restrictions" in 14 C.F.R. § 161.5.

[12] Because a lease is an agreement, Part 161 could be read to allow airports to include Stage 3 operational restrictions in new leases. However, as FAA has applied Part 161, lease agreement provisions that are presented as take-it-or-leave-it prerequisites for airport access have been treated as unilateral proprietor-issued restrictions, akin to ordinances. The Westchester dispute referenced in the text has focused on whether the proposed lease terms are reasonably considered to be voluntary or mandatory.

efficient, not unduly burdensome, and otherwise in accordance with federal policies, and receives FAA approval.

The hurdles that must be overcome before an airport could unilaterally restrict Stage 3 aircraft are so high that the FAA has never approved such a unilateral restriction.[13] One of these cases (Westchester, NY) is directly relevant because the airport sponsor had included in all new ground leases a provision that imposed a nighttime curfew. FAA has asserted that this lease provision unlawfully circumvents Part 161.

8.3.1.1.3 Passing Through To Airport Tenants SEPA's Environmental Evaluation Requirements

This proposal raises four main issues. Each is addressed below:

- Would this SEPA-based study process conflict with Renton's "reasonable access" federal obligations?
- Would it conflict with Part 161?
- Would resulting environmental mitigation proposals need FAA approval?
- Given the legal and practical constraints, how might such a SEPA-based study process be implemented?

We conclude below that Renton may legally include such an obligation in its leases, if it is structured to target legitimate environmental concerns, keep tenant burdens reasonable, and avoid restricting operations by Part-161-protected aircraft. However, before supporting that conclusion and describing how such a lease condition could be implemented, a caution is necessary. Given tenants' sensitivity (and FAA's sensitivity on their behalf) to any obligation that could on occasion increase their costs or delay their business initiatives, we recommend adding such an obligation only after consultation with tenant representatives and the FAA. Past experience (including recent discussions surrounding the moratorium on new leases at Renton itself) indicates that if Renton sought to act on the study results by directly or indirectly restricting aircraft operations, it would likely face opposition from tenants or FAA. If Renton proceeded unilaterally in the face of such opposition, and was later found to have violated reasonable access obligations or Part 161, it would face a range of formal and informal sanctions. Although FAA might well refrain from taking the most drastic of these actions, in theory, upon finding a violation of reasonable access FAA could seek to:

- Re-possess the real estate underlying the airport, pursuant to the Surplus Property Act Quitclaim Deed.
- Obtain a federal court injunction directing compliance with the grant agreements.

[13] Restrictions limited to Stage 2 aircraft are easier to impose, but still require notice to aircraft operators, the FAA, and others, extensive supporting analysis, and a formal proprietor-conducted process for receiving and considering comments.

- Sue for repayment of grant amounts already expended.
- Withhold discretionary future grant amounts.
- Issue a finding that Renton has breached its obligations, which an affected private party could take to court as support for an access rights claim.
- (Most likely) Demand that Renton cease and desist from enforcing its restriction, and modify or abandon it, at the risk of facing the above penalties.

Any of these actions would have serious implications for Renton's ability to maintain a viable, safe airport. The fact that Renton Municipal Airport is listed on the National Transportation Association's (NATA) list of America's "most needed" airports makes it possible that NATA and/or other aviation interest groups would seek redress in court, where they may be joined by FAA. The outcome of such a violation dispute cannot be predicted with certainty, but the dispute itself would likely be contentious and costly for the City, and would detract from other priorities.

That said, the initial step of making airport uses subject to SEPA-based environmental evaluation and disclosure would have merit and need not be contentious. An evaluation requirement should not be found to violate reasonable access obligations, because it does the opposite of adopting an arbitrary or over-broad operational restriction. Rather, it would create a procedure for carefully identifying and addressing environmental impacts of particular proposed operations. Under the National Environmental Policy Act ("NEPA"), which SEPA closely tracks, the FAA itself abides by similar constraints on its own actions. It therefore understands those constraints and does not consider them discriminatory or unreasonable. On the contrary, a "rule of reason" is central to practices under both NEPA and SEPA.

Because NEPA and SEPA allow agencies to take environmentally harmful actions provided the impacts are studied, disclosed, and considered for mitigation if feasible[14], a requirement that tenants who operate or may offer service to noisy aircraft must disclose the noise impacts would not directly limit aircraft operations. However, if appropriate mitigation for a tenant's proposed action involved matters such as flight procedures that require FAA approval, the fact that the mitigation concept was developed through a SEPA-like process would not eliminate the need for FAA approval before the mitigation could be placed into effect.

Conflicts with federal law might arise even with a mere disclosure requirement, if in application it required some or all tenants to delay proposed aircraft operations pending study completion. The FAA has held that "Significant delay in processing an application or request for entry to a Federally-funded airport can in itself be construed as denial of access." However, this concern could be resolved by allowing aircraft operations on a contingent basis pending study, or perhaps by time-limiting any delay while conducting an expedited study at tenant expense.

[14] See Strycker's Bay Neighborhood Council, Inc. v. Karlen, 444 U.S. 223 (1980) (NEPA imposes procedural full-disclosure requirements but does not limit agencies' substantive options); *Save Our Rural Environment v. Snohomish County,* 662 P.2d 816 (Wash. 1983) (SEPA does not "dictate a particular substantive result")

There is no general bar to requiring tenants to fund any necessary impact studies as a condition of their lease. Several large airports have imposed such directly assigned funding requirements to major tenants, and there do not appear to have been any legal challenges to these requirements. However, a funding requirement that applied only to prospective new tenants and was so burdensome that it created an entry barrier might be problematic. Order 5190.6A requires that minimum standards for commercial tenants must be "reasonably attainable ... and uniformly applied." *Id.* § 3-12.

A SEPA-based evaluation requirement could be instituted in five steps, as follows.

1. Renton would tentatively select a legal vehicle—some combination of standard conditions in new leases, minimum standards for aeronautical service providers, airport rules and regulations, or municipal ordinance—through which it would propose to institute the environmental evaluation duty, and have its municipal or other counsel draft specific documents appropriate to that vehicle.

2. Before placing those documents into force, Renton would take comments from tenants, other airport users, and the FAA, in an attempt to identify any aspects of the procedures that imposed more burdens on airport users than the environmental needs justified.

3. Renton would modify the specifics of the process lighten any such burdens.

4. If airport users or the FAA objected to the finalized requirement, Renton could decide at that time whether to (a) proceed unilaterally, despite the costs and risks, (b) drop the requirement, or (c) reach an agreement with FAA that the requirement would not be made effective unless and until a court ruled that it was consistent with Renton's federal obligations. For example, Renton could petition a court for a declaratory order.

5. In order to obviate discrimination concerns, the evaluation requirement would insofar as possible be extended to all airport users simultaneously. If staggered lease terms precluded that, Renton would adopt a formal policy of subjecting all new or renewed uses to the condition while grandfathering existing uses.

Appendix I provides the list of issues that are generally addressed by a SEPA-triggered process.

8.3.1.2 Controlling Toxic Contaminants

Under Washington law,[15] the earliest traceable users of a site may still be liable for the costs of cleaning up environmental contamination. Similarly, Federal law may hold both the current and past owners of a site and the current and past tenants jointly and

[15] *Model Toxics Control Act,* Wash. Rev. Code § 70.105D

severally liable for the costs of cleaning up environmental contamination. In order to protect itself from environmental liability, and to avoid the need to attempt to trace and recover from individuals or businesses that may have left the Airport decades ago, the City should consider establishing lease terms that require new tenants to assess the environmental condition of their property before beginning their tenancy (the "baseline assessment"), to again assess the environmental condition of their property at the end of their lease, and to take all steps necessary to remedy any contamination that occurred during their lease.

The environmental assessment would be paid for by the tenant, using a professional reviewer from a list of firms satisfactory to the City. If any contamination is found to have occurred during the lease period, the tenant would be responsible for the costs of cleaning up the leasehold and, as appropriate, obtaining a No Further Action letter or other appropriate approval from the State Department of Ecology.

In addition, the City might want to consider requiring (a) environmental liability indemnification from tenants; (b) potential tenants to certify that they are not and have not been the subject of enforcement, investigation, cleanup, removal, remedial or response actions or other governmental or regulatory actions pursuant to any Environmental Laws or relating to Environmentally Regulated Substances; (c) that the Tenant provide the City with any notices it receives regarding alleged violations of Environmental Laws or any reports it is required to make regarding emissions or releases of Environmentally Regulated Substances on the leasehold or at the Airport; (d) should reserve the City's right to come on the leasehold to investigate, study and test (at the City's expense) both during regular business hours and, on an emergency basis, at any time deemed necessary; and (e) should reserve the City's right to take whatever action it deems reasonably necessary to protect the leasehold or the Airport from damage resulting from release of Environmentally Regulated Substances. Appendix J provides draft language for such provisions.

8.3.2 Minimum Standards

One tool for meeting the airport's business goals in a way consistent with Federal obligations is the use of airport-specific Minimum Standards. This approach is supported by FAA. Minimum standards permit the airport sponsor to establish high but reasonable thresholds for potential FBOs and other service providers. If consistently applied and enforced, this permits the airport sponsor to maintain a high level of service to the public while also offering consistent, predictable decision criteria to potential tenants.

Minimum Standards apply to aeronautical service providers on the airport but not to private and corporate tenants. The Standards are developed to set threshold requirements for aeronautical service providers who want to serve the aviation public on the airport. They are based on the special conditions of the individual airport, existing and planned facilities, and the current and future role of the airport in the regional air transportation system. Aviation businesses wishing to provide services on the airport must agree to offer the minimum level of service required for their type of business to be allowed to do business on the airport. Minimum standards also help the sponsor to

ensure that undercapitalized or doubtful operators are not awarded the use of the public facility to run their businesses.[16]

Minimum Standards, where consistently applied, help the airport evaluate businesses wishing to locate on the airport and provide a mechanism to:

- Ensure safe, efficient, and quality service at the airport;
- Establish a template for safe airport operations;
- Minimize exposure to claims of discrimination or unfair treatment by providers of aeronautical services and their users;
- Address environmental liability; and
- Assure that prospective tenants are treated equally and without unjust discrimination[17].

FAA provides that:

> "A prudent airport management should establish minimum standards to be met by all who would engage in a commercial aeronautical enterprise on the airport. Such conditions must, however, be fair, equal and not unjustly discriminatory. They must be relevant to the proposed activity, reasonably attainable, and uniformly applied.[18]"

FAA further suggests that the Minimum Standards be reviewed regularly and, if necessary, revised to maintain Minimum Standards that are meaningful and apply to current airport operations. While FAA does not directly approve Minimum Standards, it will make a determination of their reasonableness if they have the effect of denying access to the airport.

As indicated in Chapter 2, the airport has a set of Minimum Standards that were adopted by Resolution in 1989. However, our analysis indicates that the Minimum Standards have not consistently been enforced since they were adopted[19]. They also have not been revised. This is a project in itself and should be addressed separately. We suggest that the City work with the aviation community to review and, as necessary, revise the Minimum Standards to ensure that they address both current and projected future needs at the airport. After this process is completed, all commercial tenants and

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[16] FAA Advisory Circular 150/5190-1A: *Minimum Standards for Commercial Aeronautical Activities on Public Airports,* FAA, December 1985. On April 7, 2000, FAA issued a revised AC 150/5190-5 entitled *Exclusive Rights and Minimum Standards for Commercial Aeronautical Activities*, but that document has since been recalled for further development.

[17] "Airport Sponsor's Guide to Preparing Minimum Standards for Airport Aeronautical Service providers and Airport Operating Rules and Regulations," American Association of Airport Executives and National Air Transportation Association, October 1996.

[18] Airport Compliance Handbook Order 5190.6A, FAA, 1989.

[19] For example, the existing Minimum Standards require that fuel sales may be conducted only by General Aviation Service Centers (FBOs) providing aircraft engine and airframe maintenance services to the public. FBOs selling fuel are further required to provide both Avgas and jet fuel. Fueling facilities must be staffed 8 hours 7 days of the week, and on-call by means readily available on site. Since operators on the airport appear to have difficulty in meeting these requirements they may be unrealistic and need to be reviewed and, if necessary, revised.

subtenants on the airport should be required to comply with the Minimum Standards, and compliance should be enforced if necessary. Appendix K provides a copy of the existing Minimum Standards, guidance from the FAA for developing Minimum Standards and a boilerplate set of standards developed jointly by the American Association of Airport Executives (AAAE) and the National Air Transportation Association (NATA).